# THE INNOCENTS ON TRIAL. A STATEMENT BY THE HON. JAMES

Confounding Train's Credit Foncier with Ames's Credit Mobilier—And Keeping Back a Part of the Truth—Damaging Testimony Against the Hon. James Breeks-Dr. Durant on the Stand.

A. GARFIELD.

WASHINGTON, Jan. 14 .- A great deal of ood solid work was accomplished to-day by the Credit Mobilier committee. The session lasted from 10 A. M. to 4 P. M., and with the exception of a written statement from Mr. Gar-field, the result of to-day's work was a mass of facts sustaining both, generally and particularly, the charges of Congressional corruption. Mr. Garfield, in his statement, confounds the Credit oncier with the Credit Mobilier. He knows very well that the stock which George Francis Train wanted him to invest in was entirely different from that which he purchased from Oakes Ames. He says that the object of the Credit Mobilier, as explained to him by Train, was to purchase lands and build houses along the line of the Pacific railroad at points where cities and villages were likely to spring up, and that the subscriptions were limited to \$1,000 each. This was the object of Mr. Train's Credit Foncier, and the stock of this concern was \$1,000 per share; but the Credit Mobilier had no such powers, and its subscriptions were \$100 shares. This assumed ignorance by Mr. Garfield will do very well for his purpose when it is the object of the committee to let him off without any examination, but had he been subjected to a rigid cross-examina. tion, as he may be before this business is ended he would be placed in a very bad position,

WHAT MR. GARFIELD KNOWS. Mr. Ga field did agree with Oakes Ames to take ten shares of stock, and Mr. Ames did agree to carry it for him, as he swears in his cross-examination before this committee. More than this, Mr. Garfield knew that the Credit Mobilier was not the same concern that Mr. Train wanted him to invest in. He knew the exact nature of the business the Credit Mobiller was engaged in, because Mr. Ames fully explained it him. He admits that he conferred with Ames about the stock, and that Ames told him he thought a subscriber would be liable only for the par value of his stock. Liable under what and for what? If it was to purchase lands and build houses, how could there be any danger? It is evident from this admission that Ames told him about, the Credit Mobilier building the Pacific road, and that the danger lay in the possibility of a failure to carry out the contract, and thus the question of personal liability

might be raised.

WHY GARFIELD BACKED OUT.

Mr. Garfield then says that after he had held the matter under consideration for some time he learned that the company was involved in some controversy, and that Mr. Ames's right to sell the stock was denied. This means the McComb suit and nothing else. Mr. Garfield considered the stock his up to that time, and the \$300 he now claims he received as a loan Irom Ames was really the first dividend he got, or was a part of what he was to get; and more than this, Mr. Garfield never had any idea of cancelling his contract with Ames until a friend who knew of the McComb suit and of his being involved in the scandal went to him and told him he would get in trouble, and advised him to get out of it at once. This prospect of public exposure frightened him, and he went to Ames and in sisted that he should take it back. All of these facts could have been forced out by a public, vigorous examination, and if Mr. Garfield had attempted to evade questions or to deny that he had actually purchased the stock, the witnesses were present to prove every fact that I have stated.

AN UNWILLING WITNESS.

AN UNWILLING WITNESS. After Mr. Garfield's examination had been concluded the real work of the day began. Henj. F. Ham, Assistant Secretary and Treasurer of the Credit Mobilier, was placed on the stand this examination consumed a good portion of the day, and although he was an unwilling witness, still with the books he produced and by a rigid [cross-examination many important facts were elicited, and not a few disputed points settled. He did not produce all the books and papers called for, alleging that the stock transfer book and many important papers had been lost, while he denied that there was any such book as a blotter or daily journal ever kept by the company. He did, however, produce the the company. He did, nowever, produce the tidek ledger, the stock certificate books, one leter book and the cash book. The stock ledger was examined and
THE ACCOUNT WITH OAKES AMES, TRUSTEE,

THE ACCOUNT WITH OAKES AMES, TRUSTEE, hows that he is charged with 243 shares of lock issued to him in twenty-three different unnities. On Jan. 8, 1868, thirty shares; Jan. 1, 1868, thirty; shares act, and five lots of ten shares with; April 1, 1868, eight lots of ten shares each, and one of three shares. The witness said in awer to questions but by the Chairman, that he stock was issued and the certificates made ut for these small quantities at the request f Ames. An examination of the letter book, iso showed that Mr. Ham had written a number f letters to Mr. Ames at Washington, in which e says that certificates for this tock were made out for Mr. Ames almost presents at the list he read in McComb's presence ould require them to be made. Thus the books sustain this part of the charge, and afford trong 'presumption that Ames actually furshers in Washington, as he wrote to McComb's chard this stock to members of Congress or thers in Washington, as he wrote to McComb's chard one.

A VERY BAD MEMORY. dge Black questioned Ham closely as to ther he was present when a certain paper corizing the issue of this stock to Ames for riving the issue of this stock to Ames for riving the issue of this stock to Ames for riving the issue of this stock to Ames for riving the issue of this stock to Ames for riving the issue of the stockholders. He added that he might have been present, that he he have heard the discussion, that he might smown what the paper contained, but said he had no recollection of these things. On being pressed still closer he added that he was pressent and did hear the ussion and saw some of the members sign paper, but could not now recollect hing about what occurred. Judge Black sed the witness very closely on the subject of disappearance of the stock transfer book estain important papers, and compelled

the committee was very decided.

and to Mr. Brooks's connection with the Mobiller, the evidence of Ham and the atton furnished by the books was very the books was very the books was very the books was very the books when a ramined. THE MOST CRUSHING TESTIMONY

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7 Mr. Brooks was given by H. C. Crane, didential business man of Dr. Durant, mer assistant treasurer of the Credit f. He swore positively to receiving Mr. scheck for \$7.000 and a draft for \$3.000 in t for a hundred shares of Credit Mobiwhich there were accretions of \$5.000 which there were accretions of \$5.000 Cacific Railroad bonds and \$20,000 Union stock. He further testified that on the yon which this arrangement was made

stock had no marketable value, as none of it was in the market then. He, however, thought it was worth 50, and at these figures Mr. Brooks got for his \$10,000; Credit Mobilier. \$20,000; Union Pacific bonds, \$4,200; and Union Pacific stock, \$10,000—equal to \$34,200; which, as he remarked, was in his opinion

A VERY GOOD TRADE.

He also showed by memoranda copied from Durant's books that these bonds and stock were handed over to Mr. Brooks and sent to Neilson. Mr. Brooks attempted to rebut by examining the witness as to loans of money which he had made to Dr. Durant, but this was even made to tell against him by the positive manner in which Mr. Crane testified, as well as by the documentary evidence he produced. Mr. Brooks tried to show that Dr. Durant was in great need of money, and it was quite unnatural that he should sell this 100 shares of stock to him at par; but Crane positively swore that they could have sold it that very day for \$200 per share. As Judge Black remarked during a recess of the committee's session, the testimony of Crane drove home the nails in Brooks's coffin, and clinched them on the other side. But still worse and

MORE DAMAGING TESTIMONY

against Brooks was given by Dr. Durant. This
gentleman came with a cart load of books,
papers, and other documents, and when any
question was asked him, he called on the thoroughly posted and alert Crane, who instantly
produced the book or paper that was needed by
his chief. Dr. Durant has certified copies of all
the books and papers kept by the seven trustees
under the Oakes-Ames contract, as well as of
the important books of the Credit Mobilier.
His transaction with Mr. Brooks in regard to this one hundred shares of Credit
Mobilier stock he explained in this way;
He had promised Brooks as well as others a
great deal of this stock when it was not so valuable, but when the Oakes-Ames contract was
made, the stock become at once very valuable,
and then Mr. Brooks, who had neglected to take
it before, became very anxious to get it. But
as he had in the meantime been appointed a
Government director, he could not hold it in
his som name, and hence he wanted it put in
his son-in-law's name. Dr. Durant could not
give him all he wanted, and so he compromised
by giving him 100 shares with the \$5,000 of bonds
and the \$20,000 of stock as bonus. He did not
know Neilson in the transaction.

ANOTHER IMPORTANT FACT
was brought out to-day. It seems that the fifty
shares of stock which Neilson received last were MORE DAMAGING TESTIMONY

ANOTHER IMPORTANT FACT

was brought out to-day. It seems that the fifty shares of stock which Neilson received last were issued to him in accordance with an order in writing from the Executive Committee. Mr. Ham said that he was not certain as to the contents of this paper nor the names of the signers, but he thought the reasons for the issue of the stock were set forth in the papers, and he admitted that this would not have been necessary had the stock been given, because it was an increase due on the 100 shares. He also said he would not say that this paper authorized the issue of the stock to Mr. Brooks. The examination of Dr. Durant will be continued to-morrow, and a great deal of damaging testimony is expected. He, however, seems to be a rather unwilling witness and does not desire to tell all he knows about certain transactions in Washington. McComb has some important evidence which he is holding back, and now that the books have been here produced and found to have been falsified in one respect, and other books denied to be in existence, he proposes to produce certified copies of them.

#### The Press Report.

Washington, Jan. 14 .- Judge Poland's special committee to inquire into the distribution of Credit Mobiller stock among members of Congress resumed its session this morning.

The Chairman announced that the request of Mr. Brooks, made vesterday, to have certain records of the War Department, reflecting upon Mr. McComb in other transactions, produced, could not be granted, as these records had nothing to do with the Credit Mobilier investigation, and would not be competent testimony. The rules of evidence must be followed, and it was not competent to inquire into other trans-actions of Mr. McComb.

Mr. Brooks said the allegation had been made

by Mr. McComb that Mr. Alley had given him (Brooks) fifty shares of Credit Mobilier stock to influence Democratic members of Congress.
Mr. Alley had denied that statement, and the question was whether Mr. Alley or Mr. McComb should be credited.

Judge Poland—We so understand, but the testimony is not admissible legally.

testimony is not admissible legally.

C. H. NEILSON RECALLED.

Mr. Charles H. Neilson was then recalled, and in answer to a question of Mr. Smithers, counsel for Mr. McComb, testified that he borrowed five thousand two hundred and some odd dollars from Mr. Dillon. He knew that gentleman about six months before the transaction, having been introduced to him by Mr. Brooks. Had casual interviews with him during that time, but did not remember how many. Had no business transactions with him prior to horrowing the money. He gave Dillon security for the loan in the ordinary way at the time he received the money. The security consisted of stock of the Union Pacific Railroad Company and first mortgage bonds of the road. The stock was transferred to witness on Feb. 29. The information that he was entitled to fifty shares of Credit Mobilier additional came from Mr. Brooks.

GEN. GARFIELDS TATEMENT.

The Hon. James. A. Garfield was sworn, and

spare, and if I had I would not subscribe without knowing more about the proposed organization. Mr. Train left me, saying he would hold a place open for me; hoped I would yot conclude to subscribe.

WHAT AMES THOUGHT ABOUT IT.

The same day I asked Mr. Ames what he thought of the enterprise. He expressed the opinion that the investment would be aster or profitable. The armount of the enterprise. He expressed the opinion that the investment would be aster or year or more an order of the same and the company had organized, was doing well, and the long session of 1898. Mr. Ames spoke of it again, the said the company had organized, was doing well, and be thought would pay large dividends. He said that some of the stock had been left, or was to be left, in his hands to sell, and I could take the amount which Mr. Train had offered me by paying the \$1,000 and accrued interest. He said if I was not able to pay for it then he would hold it for me until could pay, or until some of the dividends were payable. I told him I would consider the matter, but would not agree to take any stock until I knew from the examination of the charier and the condition of the subscription the extent to which I should become pecuniarly liable. He said he was not sure, but thought a stock holder would be liable only for the par value of his stock; that he had not the stock and papers with him, but would not agree to take any availed him to the stent of pecuniarly habit. He said he was not sure, but thought a stock that he had not the stent of pecuniarly habit.

CONCLUDES NOT TO TAKE THE STOCK.

Thus the matter rested for some time, I think until the following year. During that time I understood that there were dividends due amounting to nearly three times the par value of the stock; but in the mean time I had heard that the company was involved in some controversy with the Pacing Railroad; that Mr. Ames' right to sell the stock was denied. When I next saw Mr. Ames, I told him I had concluded not to take the stock. Then the matter ended so f

By Judge Black—Told Mr. Ames I would not have any stock where a controversy emisted. I derived my original opinion and knowledge of Credit highlight from Mr. Train. Mr. Ames never said the first word to me to influence my legislative action. By Judge Merrick—Have no knowledge of any other member of Congress having Credit Mobilier stock. Never saw a share of it until Mr. Brooks exhibited one in the House a few days ago. Supposed Mr. Ames was largely interested in the Union Pacific Railroad.

### BENJ. F. HAM'S TESTIMONY.

Mr. Benjamin F. Ham was next sworn: Mr. Benjamin F. Ham was next sworn:

I reside in New York. Was the Auditor of the Union
Pacific Railroad from January, 1867, until October, 1870,
and Assistant Secretary and Treasurer of the Credit
Mobilier corporation. I hold the latter position now,
and have the custody of the books of that company, and
have ordered them to be delivered here by the express
company. A portion of the books were in Philadelphia,
but have been sent on here. The other portion i brought
with me from New York. Have met Charles H. Nelson
of New York. His name appears as one of the shareholders of the company to the extent of 150 shares, and
suppose the shares belong to him. I have no personal
knowledge of Mr. James Brooks having any interest in
those shares. Have no personal recollection of Mr.
Brooks having had anything to do with the shares. The
dividends were paid to Mr. Neilson.

WHAT THE BOOKS SHOW.

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Witness here produced the stock ledger, five certificate books, and the letter book of the Credit Mobilier, and exhibited on the stock ledger the name of Charles H. Neilson as the owner of 150 shares, also the receipt for the cer-tificate transfer to him by Thomas C. Durant. Mr Nellson was entitled to fifty shares additional in consequence of owning 100 shares. The new stock was made in February, 1867. Luterest on the new stock

commenced July 1, 1867. The amount paid by Mr. Neilson over \$5,000 for the additional snares was interest. The first 100 shares which stood in the name of Durant had been paid for by Durant. There was nothing to show whether Mr. Neilson or some one clae paid for the stock.

The witness then exhibited the account of Mr. Durant, and pointed out where the 100 shares had been transferred by that gentleman, and some of the stock apportioned to Mr. Durant had been issued to H. C. Crane. Witness exhibited entries showing their twenty-five shares had been transferred to B. M. Boyer, in trust for Mrs. Boyer, and ten shares to H. J. Gilbert of Boston.

ONLY ONE DIVIDEND.

I do not know whether any of the stock standing in the name of Mr. Ames, as trustee, has been sold by him, nor whether he has contracted to sell any dividends which had been declared on the stock standing in his name and paid to him. Mr. Ames paid the company for all the stock standing is his name as trustee, the Credit Mobiller made only one dividend, and it was paid by me. The dividend was six per cent., payable in stock of the Union Pacific Railway. Dividends were aways paid to the man whose name appeared on the book as stockholder. The company recognized no one except the name on the book. Witness here produced a letter book. I This is the only letter book the company ever had. There is nothing in it relating to the shares standing in the name of Mr. Nellson. The names of neither Dawes, Garfield, Scofield, nor Kelley appear on the books. I cannot explain how it is that stock had been made out in the name of Mr. Nellson before he paid for it. Mr. Dillon had nothing to do with issuing the fifty shares additional except to sign the certificate. I have no positive knowledge as to why the Credit Mobilier was abandoned and the Ames contract entered into. Mr. Durant could give the whole history of that.

into. Mr. Durant could give the whole history of that.

ORIGINAL SUBSCRIDERS.

By Mr. McCrary—Do your books show that any member of Congress was interested in the Credit Mobilier?

A. Yes, sir.

Q.—Who were they? A.—Mr. Samuel Hooper, Mr. Boyer of Pennsylvanis, Mr. Grimes, and Mr. Alley. They were original subscribers.

Q.—Have you any knowledge of their holding stock which stood in the name of Oakes Ames, trustee? A.—No. sir. At one time the Credit Mobilier was pushed around the country to get out of the hands of Jim Fisk, and during that time many of its papers were lost. The stock at first stood at 90 cents from January to May, 1897. Don't remember what the price was in December, 1807, or January, 1888. It was considered very valuable then. I think it was 200 or 250 at least then. The dividends on Union Pacific Railroad stock have gone down since then.

since then.

THE HEAVIEST STOCKHOLDERS,

By Judge Black—Anew nothing about any shares set apart to be distributed at Washington among members of Congress or elsewhere. Mr. Ames paid for the shares in his name as trustee. Mr. Ames took the shares at different times, paying for them as he took them. Mr. Ames took the shares at different times, paying for them as he took them. Mr. Ames took the shares at different times, paying for them as he took them. Mr. Ames took on Boston banks for the money for the shares. Mr. Crane can explain the protis of the Oakes Ames contract. I had nothing to do with that. The fifty shares were not transferred by Mr. Durant to Mr. Nellson. It was a new subscription to the new stock. The books were taken to Philadelphia at one time to avoid judicial process in the State of New York. Oliver Ames was a larger stockholder. The Credit Mobilier bought the bonds which they gave as dividends from the Union Pacific Kaliroad Company at eightly-two cents, and paid for them out of the money which they received from the new subscriptions. No officer of the company has the right to put up the stock for sale. Witness might have received special instructions from the officers of the company, Mr. Alley had a good deal of influence among the stockholders. I did not see Mr. Alley looking over the books frequently. He took a lively interest in the company, Mr. Alley had a good deal of influence among the stockholders. I did not see Mr. Alley looking over the books frequently. He took a lively interest in the credit Mobilier. The Credit Mobilier was never engaged in any other business except that which it is now trying to do-dissolve lively of the papers and books were lost at the time of the first suit. They were 'removed from the office by Mr. Dillon. Part of them went travelling to avoid letting pupple see them who had no interest in them.

THE TRANSFER BOOK MISSING. THE HEAVIEST STOCKHOLDERS.

THE TRANSFER BOOK MISSING. THE TRANSFER BOOK MISSING.

Q.—Had not the Court ordered them? A.—No, sir; they were never ordered. If they were, they were out the jurisdiction of the State. (Laughter.)

Q.—Are not those books still flying from the same pursuit? A.—No, sir. Mr. Flak is dead.

Q.—Yes, but the general public has an interest in this matter still. A.—in the first place, I deny that the public has an interest in this matter; it is only a few newspapers.

Q.—Do you know what has become of the stock transfer book? A.—No, sir; it has disappeared.

Q.—Where has it disappeared to? A.—I don't know.

Q.—Did you not destroy it? A.—No, sir, I did not.

Witness further testified that he never keep a

Witness further testified that he never kept a blotter, and, in answer to a question of Judge Poland, said he supposed somebody had signed a paper authorizing the issue of fifty shares additional to Mr. Neilson.

WHY THE BOOKS WERE TAKEN AWAY. WHY THE BOOKS WERE TAKEN AWAY.

By Mr. Alley—At the time the increase in the capital stock was made, many of the stockholders declined to take it. I do not remember of any stockholders being refused to see the books of the company. The books were taken away on account of the Fisk suit, and not to keep the books away from the stockholders.

By Judge Poland—Have no information or belief as to where the missing books are. Can give no clue as to where they may be. Do not remember of seeing Alley's Dame on the paper which authorized the issue of fifty shares additional to Neilson.

By Judge Black—Do not remember what was in the answer to the summons to produce the books in the Pennsylvania suit. May have said the books were in the Merick May have said the books were in the Merick Merick—Alley Hayand and Dillow Merick—Alley Merick—

Pennsylvania suit. May have said the books were in daily use. By Judge Merrick-Alley, Hazard, and Dillon were the principal managers of the Credit Mobilier. the principal managers of the Credit Mobilier.

Mr. H. C. Crane, sworn:

I reside in Yonkers, N. Y. I was a director of the Union Pacific Railroad Company for a short time while it was being built. I owned stock in the Credit Mobiller and was Assistant Treasurer of the company.

Mr. Nelson Prown May thing of the transfer of stock to Mr. Change and was Assistant Treasurer of the company.

Mr. Nelson Prown May thing of the transfer of stock to Mr. Change Brooks paid me \$7,000 by a cheek and gave me his draft for \$3,000, for which I transferred to Mr. Change. Brooks paid me \$7,000 by a cheek and gave me his draft for \$3,000, for which I transferred to Mr. Change. Brooks paid me \$7,000 by a cheek and gave me his draft for \$3,000, for which I transferred to shares of Credit Mobilier, and 200 shares of Pacific Railroad Stock. I believe I delivered to him the same day five first mortgage bonds of the Union Pacific Railroad.

The stock was Durant's. I know bothing about the Willied States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued for the benefit of such company to the United States on bonds issued

My memoranda say it was a credit on the Credit Mobilier.

THE TRANSACTION WITH MR. BROOKS.

Q.—So, for this \$10,000 the company iparted with one hundred of its own shares, two hundred Union Pacina Railroad shares, and five first mortgage bonds? A.—No, sir; Mr. Duratt did. The company had nothing to do with it. Do not think Mr. Neitson was present when the transaction with Mr. Brooks took place. He (Neitson) subsequently came and got the cerimicate of stock. I am positive the money was paid by Mr. Brooks. First mortgage bonds then were worth Scents.

Q.—What was the profit realized by Mr. Brooks? A.—I do not know what were the reasons which induced Mr. Durant to make the transfer to Mr. Brooks or Mr. Neitson. There were several dividends on Credit Mobilier stock. The five first mortgage bonds for \$1,000 caon were worth eighty-five cents. I do not remember what the one hundred shares of Credit Mobilier were worth then. The two hundred shares of the were worth the one hundred shares of Credit Mobilier were worth the one hundred shares of Credit Mobilier were worth the one hundred shares of Credit Mobilier were known to be considered the part of the relations between Durant and Neilson. I do not know whether Durant end Neilson. I do not know whether Durant of Money I loaned Mr. Durant? A.—On Oct. 19, 1867, you loaned him \$45,000 for three months at ten per cent.; on Ann. 39 you loaned him \$40,000 it ten per cent.; on a subsequent loan eleven never had be a first per cent. All was paid in 1869. Two hundred and fifty shares of Credit Mobilier stock.

Q.—Was it not on account of the loan to Mr. Durant? A.—No, sir; I awear positively it was for the stock. I made the extrice myself. I paid all the dividends on the Gakos Ames contract. All the transactions on the dividends on the Gakos Ames contract. All the transactions on the dividends on the Gakos Ames contract. All the transactions on the dividends on the Gakos Ames contract. All the transactions on the date on the body the beauty of the centre of the body.

THE RECORD AGAINST BROOKS. Q.—Were the five bonds part of the delivery for the \$10,00? A.—Yes, sir. I took a copy from my book, and I will read it te you if you want to hear it. Judge Poland—Suppose you produce that memorandum.

Judge Poisaga—Suppose you produce that dun.

Witness did so, and read it as follows:

"December 44, 1857.—Stock account, Credit Mobiller of America. Transferred to James Brooks's son-in-law 100 shares of stock at par, with the dve bonds of the Union Pacific Company and 200 shares of Union Pacific stock, as earnings on the stock; \$7,000 cash; draft due 22d of January, \$3,000.—\$10,000. Check book, deposited Drc. 24, 1867, in the Fourth National Bank, James Brooks, \$7,000; Jan. 20, 1888, check book, Fourth National Bank, bills payable James Brooks, account note due this day, \$3,00."

MR. HAM RECALLED.

MR. HAM RECALLED.

Bnjamin F. Ham was recalled, and produced three of the Credit Mobilier ledgers recently used in the Philadelphis Court, and pointed out the entry showing that Mr. Ames had paid for various shares; also the entry of the transfer of fifty shares to Neilson, and the money received therefor under the entry of March I, 1868. Witness referred to the name of Charles H. Neilson on the book, showing the transfer of fifty shares to Neilson, whose name had been written after an erasure was made, and testified it was in his handwriting, and the erasure had been made before Neilson's was written, but he does not remember what was erased. He had no memory at all in reference to the erasure. The erasure was in the place where the name should be.

By Judge Black—I was in the habit of making mistakes. If I wrote the name of James Reconstructions. was in the place where the name should be.

By Judge Black—I was in the habit of making mistakes. If I wrote the name of James Brooks before the erasure I had no anthority to do so, as the stock belonged to Charles H. Nelison.

Q.—Ig not the erasure of a name and the substitution of another firme a falsification of your record? A.—It depends altogether how the Court would take such entry.

By Mr. Brooks—Never received any instruction from Mr. Brooks to erase his name. It might have been probable that Mr. Brooks in name was written instead of Nelison's, on account of the intimate connection of Mr. Nelison with Mr. Brooks in Mr. Brooks a name was written there first it was a mistake.

MR. DURANT'S TESTIMONY.

MR. DURANT'S TESTIMONY.

Thomas C. Durant, sworn:

I reside in New York. Am's railroad contractor. Was a stockholder in the Union Facific Railroad Company, and a Director therein. Ceased to be a Director in May or June, 1869. Was a stockholder, and Fresident of the company. Was one of the Board of Trusteet to whom the Ames contract was assigned. Have not the books of that concern now, but have certified copie thereof. I did sign a paper to distribute some stock said to be on hand. The stock was transfered to me to enable me to fulfil engagements made prior to that time. I know nothing as to whom Mr. Ames was to transfer his stock for the beard time for the testing of the company of the stock for the speak of a line some other members of Congress were mentioned. It made an impression on me at the time, as a thought Mr. Ames was giving those names and intended to keep the stock himself. I never had any conversation with Charles H. Nellson, I did have a transaction with tharles H. Nellson, I did have a transaction with Mr. James Brooks, which was

It was not in consideration of any past services rendered or any to be rendered by Mrs, Brooks. That gentleman expressed a desire to have some of the atoek, and I arranged to let him have 100 shares, with the agreement to let him have with it \$20,000 worth of the greement to let him have with it \$20,000 worth of the Mr. Brooks, being a Government director, did not want to hold the stock, and therefore had it transferred to Mr. Nellson. I know nothing about the fifty shares additional stock received by Nellson, I being absent from the country at that time. The stock liferrased in value suddenly. let are stock in contact the country at that time. The stock liferrased in value suddenly. let are stock on the contract of the stock when Mr. Brooks purchased to him. I do not remember what amount of dividuals have been declared on the stock. When Mr. Brooks purchased the stock he was entitled to the dividual which had just been declared. The Urea. Mobilier Company took the contract at \$20,000 per mile, and "so blight to take the part payment Union Pacific stock. The first stock was taken from the road at 50 per cent, and sold to the stockholders at 71. I felt ander an obligation to Mr. Brooks, having agreed with him that he should have the stock. I had borrowed money from Mr. Brooks, but did not let him have the stock in consideration of being under any money obligation to him.

Without finishing the examination of Mr.

NEW YORK, WEDNESDAY, JANUARY 15, 1873.

Without finishing the examination of Mr. Durant the committee, at 4:20 P. M., adjourned until 10 o'clock to-morrow.

The Wilson Committee at Work.

Washington, Jan. 14.—Credit Mobilier Investigation No. 2 has done nothing important as yet, and the examination of Ham to-night elicited nothing which was not brought out be-fore Poland's Committee to-day. When this committee gets to work in earnest, however, it is thought that some startling developments is thought that some startling developments will be made. A. A. Perry, one of the counsel appointed by the Attorney-General under the Randall resolution, arrived to-night, and will be present at the sitting of the committee to-morrow. Mr. Perry is an ex-member of Congress from Cincinnati, and is said to be one of the leading lawyers at that bar. Stanley Matthews, who was tendered the associate position with Perry, has declined on account of prior engagements, and the Attorney-General will make no other appointment until he consults with Mr. Perry. Dr. Durant will also be examined before this committee while he is in Washington.

The Pacific Railroads in Congress-Undoing

the Work Accomplished by Oakes Ames's Distribution of Credit Mobilier Stock. WASHINGTON, Jan. 14.—The House at,1 P. M. went into Committee of the Whole-Mr. Stevenson of Ohio in the chair—on the Legis-lative, Executive, and Judicial Appropriation bill, the pending question being the amendment offered by Mr. Randall of Pennsylvania last Saturday, providing that no money shall be paid to any railroad companies for the transportation of mails or troops while such companies are in default for interest on bonds issued by the

Government.
Mr. Beck (Dem., Ky.), who had been on the Conference Committee on the Army Appropria-tion bill of 1872, which contained the section relieving the Pacific Railroad Companies, ex-plained and justified the action of the Senate and of the Conference Committee, and argued that the section had not been surreptitiously introduced, but had been elaborately argued in the Senate, and inserted there by a vote of 36 to 18. The House conferees had desired to have is. The House conferees had desired to have that section struck out, but the Senate conferees insisted upon it, and asked that the question be laid before the liouse. He (Mr. Beck) had called attention to it as a very serious and objectionable piece of legislation. No man in the House had opposed the provision or called for a division on it, and it was too late now for any one to assert that there was anything surreplitious in the action of the committee.

MR. DAWES NOT RESPONSIBLE.

Mr. Dawes (Rep., Mass.) asked Mr. Beck to state that be (Mr. Dawes) was not in the House when that conference report on the Army Appropriation bill was made, and that the Senate amendments had never been referred to the Appropriation Committee.

Mr. Beck said that that was the fact; that Mr. Dawes was absent on another conference committee when the report was made, and that Mr. Randall was also absent on a conference committee. MR. DAWES NOT RESPONSIBLE.

mittee.

Mr. Randall (Dem., Pa.) argued that if the original law gave this privilege to the railroad companies there was no necessity for inserting that provision in the Army Appropriation bill of 1872. His motion now was to put the Government back where it had been before, and let Mr. Boutwell, who was an upright and honest officer, contend with and throttle these railroad companies; and then wheever would suffer. companies; and then whoever would suffer, would suffer under the just dispensation of the THE REPEAL BILL.

Mr. Wheeler (Rep., N. Y.) moved to amend Mr. Hibbard's amendment by adding to it a proviso that the repeal shall not take effect until the Attorney-General shall certify to the Secretary of the Treasury that such railroad companies are liable to the Government for any amount of interest paid by the Government on the bonds is sued in aid of such companies.

The discussion having closed, at 3:45 the committee proceeded to vote. The first vote was taken on Mr. Wheeler's amendment, and it was rejected, 46 to 91.

rejected, 46 to 91.

THE REPEAL BILL PASSED.

Mr. Donnan (Rep., Iowa) moved to strike out all of Mr. Hibbard's amendment after the word "repealed," so as simply to confine it to the repeal of the section of the Army Appropriation bill of 1871. Adopted, 86 to 76.

Mr. Hibbard's amendment as thus amended was adopted without division. It reads: "That the ninth section of the Army Appropriation bill, approved March 3, 1871, is hereby repealed."

Mr. Merriam of New York moved an amendment that no judgment of the Court of Claims shall be paid on account of moneys selzed from the so-called Confederate States.

After a short discussion the amendment was rejected.

The committee then rose and reported the bill

The committee then rose and reported the bill to the House. Without coming to a final vote on the Facific Railroad question, or any of the amendments adopted in Committee of the Whole, the House adjourned.

The President's Salary-By All Meaus In-From the Richmond Despatch.

From the Richmond Despatch.

We stand by this measure. As we said, it as reasonable to require the man to wear the breeches that fitted him in boyhood, as to require the President to live on the salary paid nearly a hundred years since, when the Government had just hoisted sail. And how can a Congress that is voting itself millions—vide the Credit Mobilier—decline to give the President a few thousand? When the fool Corbin blutted out the conversation he had with the President, and it became known that Mrs. Grant had made \$25,000 by speculation in gold in Wall street, why there was such a hullaballoo set up that the woods and valleys recenced the national exclamation, "Oh!!!!" From that time certainly all illicit channels have been closed to the President. Congress holds them all.

Gentlemen, for God's sake, be a little liberal. Be fair to Gen. Grant. He has not your opportunities. You have maliciously closed up the gift concern and left him to his miserable pittance of \$25,000, which would not wet any of your eyes or light your cigars. It is time this monopoly of everything to yourselves and the shutting off the sweet, enriching streams from a coordinate branch of the Government was ended. We shall stand by Gen. Grant in anything he may do to vindicate his claim to equality with Congressmen in all the benefits of Government!

Austria and the Late War.

LONDON, Jan. 14.—The Daily Telegraph publishes a letter from the Duke de Grammont, announcing an early refutation of the Count Von Beust's state ments as to Austria's policy toward France at the beginning of the Franco-German war. The Duke says he
will prove that Austria, after the declaration of war,
rromused France material support. She carly required
time to arm herself and find a pretext with Provential to
with Provential The opportually would be runned into
she attributes to the Treaty of Prague. This would be
refused and Austria would then join France in an alliance offensive and defensive.

The Great Ball of the M. T. Brennan Coterie. The ball of the M. T. Brennan Coterie at the Academy of Music last night was largely attended. The building was brilliantly illuminated and handsomely decorated by Harrison, under the direction of Deputy

Last night as James McCabe, printer, of 25 East Broadway, was coming out of the Theatre Comique he was set upon by a gang of roughs. He attempted to

ciary, \$18,000 had been paid to counsel, including \$1,000 each to Messrs. Van Cott. Parsons, and Stickney, for prosecuting Judge McCunn.

The following officers and committee were elected for the ensuing year:

For President-William M. Evarts. For Vice-Presidents-Samuel J. Tilden, James W. Gerard. Edgar S. Van Winkle, Joshus M. Van Cott, Charles Tracy. For Corresponding Secretary-William Allen Eutler. For Recording Secretary-William Allen Eutler. For Treasurer-William M. Prichard.

For Members of the Executive Committee-Henry Nicoll. Augustus F. Smith. James Emott. Stephen P. Nach. James C. Carter, John E. Parsons, William G. Choate, E. Randolph Robizson, Wheeler H. Peckham, Francis N. Bangs, Dorman B. Eaton, Francis C. Barlow, George De Forest Lord, William C. Whitney, Carliste Norwood, Jr.

EXTORTIONATE AND ILLEGAL PEES.

George De Forest Lord, William C. Whitney, Carliale Norwood, Jr.

EXTORTIONATE AND ILLEGAL FEES.

The committee appointed to inquire into illegal exactions, reported that extortionate and illegal fees have habitually been charged and collected in the offices of the Sheriff. County Clerk, and Register. During 1871, the Sheriff charged \$1.189 per month for summoning juries and causes put on the calendars for trial in the Supreme, Superior, and Common Pleas courts. Many unwarrantable and excessive charges and extortions by the Sheriff's deputies are well authenticated.

In the Register's office the overcharges on instruments recorded average about \$40,000 a year. The charge for searching is excessive, and the Register's revenue from this source cannot be less than \$20,000 to \$20,000. The committee complain of the charges for appraising in the Surrogate's, office and for searching in the County Clerk's office, and recommend that a new fee bill, uniform for the State, be adopted, and that all officers be salaried as far as practicable. The consideration of the report was deferred until the next meeting.

Judge Fithian called attention to the Inconvenient manner in which the calendars for the several courts were prepared.

Mr. Sewell said that the Judges ought to be present in the courts at the advertised hour. One of the most grievous extortions was the extortion of time, by which an hour or an hour and a half was robbed from lawyers by the Judges not being promptly on the bench. There was no reason why the Superior Court and the Court of Common Pleas should not open until 11. There was plenty of work for the courts of New York, and the working hours should not be made too short. It now takes five or six days to try a case that a country Judge would settle in one day. He did not wish to carp at the Judges, but they had been reforming the bar, and it would be a good idea for the

ACTION APERS.

ACTION

Mr. David Dudley Field arose and said;

The gratieman who has just sat down tells you that this society is composed of gentiemen, governed by the rules which prevail in societies and clubs. Such being the facts, I am quite surprised that there should be a demonstration here better atted for some other place. Now, ir, I am the gentieman, the member referred to by the gentieman who has just taken his seat. I view everything that I have done as honorable, proper, and justifiable. It is not true that a single word or report was written or inspired by me after that meeting. I never wrote a word, nor dictated a word, nor suggested a word afterward. Before the meeting—some time before—it being understood that the subject was coming up for discussion. I was asked by a reporter if I would let him have the notes of what I intended to say, I told him I would, and gave him exactly what I intended to say, and when I came here I intended to atter every word of it, and did utter every word, except so far as I was prevented by noise and disturbances and cat-calls, and the only thing which I regret not having done was to request the reporter to say at the bottom. The gentleman was prevented from what I indeed to a serve the reporter to say at the bottom. The gentleman was prevented by you can repeat. I am sure that I can't, because from the moment i began I was loterrupted first by a gentleman in nonter corner, by voices from this part and that. Therefore I am not sure that I can repeat exactly what I said. The

mentioned in my written speech. When I said that the speech had been in type some time, my remarks provoked laughter. Will those who laughed please rencember that this subject was set down for a hearing at least a fortnight, and I think a month, before I had an opportunity for a hearing. Notices were sent out for a meeting, recalled, and new notices distributed. The consequence was that the meeting which was originally to have taken pirce a month ago was postponed, and my speech written on the first occasion was kept in type by the newspaper during the whole time. You say I had no right to presume that any attack was to be made on me. I tell you I learned of this intended attack from messages brought to me by authority of members of this association, several of them, beginning with one from Mr. Peckham himself, giving warning that I should be attacked. Mr. Parsons authorized a friend of mine to tell me what was to be done. And from several others I have received word that this committee intended to report, and what it intended to report. They had canvassed the association, and found that the members were against me five to one; that not more than one hundred members out of five hundred would stand by me; that the young men had made up their minds that whatever might be said in my desence, of whoever spoke for me, they would stand sold and vote the resolutions through.

MR. PRICE'S POINT OF ORDER. Mr. Price arose to a point of order. Confusion followed, and cries of:
"Sit down! Sit down!"

Notiowed, and cries of:

"Sit down! Sit down!"

Mr. John E. Parsons—Let Mr. Field speak.
The Presideut—Mr. Frice arises to a point of order.
Let him state his point of order.
Mr. Frice—The gentlemen is charged with publishing what never was uttered on the floor of the association, reflecting on Windbers of the body. He has answered that he did so, and I think he is now in order after that avowal.

The Fresident—No motion is made on the subject.
Let Mr. Field go on.
Mr. Field go on.
Mr. Fields—I supeal to you, to every gentleman present, whether I am not in order, for when it is charged that I furnished this speech, I had every reason to suppose that I would have an opportunit to utter it in full; that I knew perfectly well, and he yearly reason to what was intended. And I tell you that every wad tutered was uttered is self-defence. Because I have been attacked, covertly attacked, have had threats would be made, therefore I came here to meet them. Why has not your committee reported? For what reason was a notice sent out for a meeting recalled, another notice issued, and that recalled? Let it be understood, first to last, I have made no attack on anythody, but when I am attacked, I certainly shall resist, Let me alone, and I'll let you alone, and as sure as any man attacks me, he will

That is all. Conscious as I am that I have never done an act, either in my private or professional life, which my bitterest enemy in the world—and I have many—can, if he is an honest man, censure, I am ready to face the report of this committee. And yet I know ti at there are men on that committee as unit to judge as I described them the other day. I do not take back one

THE QUARREL OF THE BAR.

ARR. D. D. FIELD AGAIN DEFYING HIS ASSAILANTS.

Another Evening of Excitement Among the Lawyers—Mr. Van Cott's Great Error—Mr. Field's Great Victory.

The annual meeting of the Bar Association was held last evening. About 130 members were present, including Wm. M. Evarts, Judge Noah Davis, B. K. Phelps, Ethan Allen, John E. Parsons, Wheeler H. Peckham, David Dudley Field, and Joshus M. Van Cott. Mr. Field sat at the end of the table, opposite the President. Mr. Van Cott sat next Mr. Field. Mr. Tremain's report showed that of the fund of \$28,000 received for the purpose of investigating the judiciary, \$18,000 had been paid to counsel, including \$1,000 each to Messrs. Van Cott. Parsons, and \$1,000 each to Messrs. Van Cott. Pa

#### THE FRENCH REPUBLIC.

The Report of the Committee of Thirty-Limiting the Powers of the Executive. Paris, Jan. 14.—The Committee of Thirty eat to-day at Versailles. President Thiers was present. The report of the sub-committee was read. It proposes the adoption of the fol-lowing decree by the Assembly:

was read. It proposes the adoption of the following decree by the Assembly:

Whereas, The Assembly integrally reserves to itself the constituent powers, it hereby decrees:

1. The President of the Republic shall communicate with the Assembly by message. Nevertheless he may be heard after ansouncing by message his intention to speak. At the close of his speech the debate will be adjourned to a subsequent sitting, in order that the vote shall not be taken when the Fresident is in the Chamber.

2. The President shall promulgate all laws declared urgent within three dayslafter their passage, or demand a fresh debate thereon; and all laws not declared urgent he shall promulgate within one month of their passage, or may suspend the third reading of the same for one month.

3. After the dissolution of the present Assembly its power shall devolve upon two Chambers.

The report also recommends that the Committee of Thirty be instructed by the Assembly to prepare a law regulating elections and prescribing the qualifications of electors; and a law defining the powers of a second Chamber.

President Thiers expressed dissatisfaction with portions of the Sub-Committee's report. He said the suspensory power over legislation was wholly insufficient, and he objected to the excessive formalities required before he could address the Assembly might dissolve. In other respects he could agree to the recommendations of the Sub-Committee.

# CLINTON PRISON ABUSES.

cent of any wrong doing at the time. This can be confirmed any time by unimpeachable witnesses if required. The man lingered a while and died. Money is sent to the prisoners by their friends in care of the chaplain, and the inspectors, and see justice done to the prisoners.

A PRISONER.

P. A. Bailey & Co.'s Checks.

One afternoon recently a well dressed man called upon the agent of the Glisey Building, Broadway and Courtlandt street, and inquired for desk room. He said yes and that the rent was £00 per month. "All right," returned the stranger. "I'll take it." The agent blinted that it was customary to pay in advance. The new tenant was not ready then, but would pay the next day. Next morning he put up a flasny sign in a conspicuous part of the hall, reading as follows: F. A. Bailey & Co. Commission Merchants." About noon he entered the office, followed by a young man who carried a large quantity of claars. The stranger bade the other occupants good morning, and sitting down to his desk, worte out a check for £50. This handed to the young man, who thanked him and went out. Five minutes later the stranger called the office went out that he went to the firm of A. Meyer to send them to his office, where he would give a check for the amount. He met the messenger in the hall, and the rest the reader aircady knows. It is unnecessary to add that the cheek was worthless.

The Dead Emperor.

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Mr. Fallon took the paper, but his features did not wear a cheerful expression.

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A BIG THING IN LEASES.

Gen. Funk says that since the beginning of the investigation Daniel Fallon has asked Mr. Young replied that he cheek was worthless.

The Dead Emperor.

LONDON, Jan. 14.—Marshal Labœuff, Gen.
Froisard, and Gen. Failly have arrived at Chiselhurst from France to attend the funeral of the late Emperor Napoleon. It is said that Queen Victoria will visit the Empress Eugénie after the funeral. Prince Teck left this city for Chiselhurst yesterday.

The Sommandant of the Royal Military Academy at Woolwich, where the Prince Imperial is a cadet, has forbidden all entertainments at fact the funeral of the Emperor.

Minister Schenck has gone to Chiselhurst. The crowds there are increasing by every train.

San A. M.—The remains of Napoleon will lie in state the funeral of the Emperor.

At noon yesterday the public were admitted to the Chapel, and at midnight 10,000 persons had viewed the solemn scene, among them the Prince of Wales and the Duke of Edinburgh.

Fresident Thiers has granted leave of absence to Admiral Rigsuid de Genonilly, Marshal Bazaine, the Duke of Edinburgh.

Fresident Thiers has granted leave of absence to Admiral Rigsuid de Genonilly, Marshal Bazaine, the Duke of Edinburgh.

The Italian Government has each four officers to represent it to-morrow.

A BIG THING IN LEASES.

Gen. Funk says that since the beginning of the investigation Daniel Fallon has asked Mr. Young replied that he would do so if Mr. Stauf would assume it at the same figures. \$2,500, but that gentleman, when a piplied to, positively refused to have anything to do with it.

The lease is drawn without any reservation and therefore, the building belongs exclusively to the city. Col. Sterry, commanding

At the meeting of the Democratic General Committee last night, Boss McLaughlin anathematized the Hon. Thomas Kinsen... As a renegade, one who had the non. Toomas kinkers. "Seeke, one was inau been made what he is by the Democratic party. "I my self," said Mr. McLaughlin, "have aided him in his ambition, and so has this committee." The speech, which was very bitter and personal, created great excitement. The Boss will either rule alone or ruin.

The Comptroller Paying the Laborers.

The Comptroller paid yesterday to the mechanics and laborers employed on the repairs and reenance and isborers employed on the repairs and re-newals of stop cocks, relaying of pipes on Fourth ave-nue, Croton Aqueduct, to Dec. 31, 1872, over \$15,000. To-day the laborers on the boulevards and avenues will be paid up to Dec. 28, 1872, over \$250 and avenues X resterday the Comptroller deposited to the credit of the Department of Public Parks \$50,000.

A Policeman's Pistol Practice.

A Peliceman's Fistal Fraction.

Alexander Anderson, a Paterson policeman, while intoxicated on Monday night, drews revolver, and threatened the life of one Mott. Later he stepped into a cutter, and while riding down Hamburg avenue, discharged the pistol at pedestrians on the sidewalk. The weapon was taken from him, and he ran away.

### THE ALDERMEN CORNERED.

PATHOMING THE MYSTERIES OS NILSSON HALL.

A Distinguished Citizen Found-Daniel Fale ion and his Wonderful Fortune—An Alder-man's Brother-in-Law Provided For.

Supervisors Cooper, Ottendorfer, and McCafferty, the committee appointed by Mayor Havemeyer to investigate the charge of alleged fraud against the Committee on Armories and Drill Rooms in lossing Nilsson Hall, met in the Aldermen's Room at 2 o'clock yesterday. Se-pervisor Cooper in the chair. Mr. Brooke, coun-sel for Gen. Funk, asked for an adjournment, as he had had no formal notice of the meeting, and had heard of it incidentally only. He was not

prepared to proceed, he said.

The Chairman said that the testimony taken by the committee of the old Board had been submitted to them, and it was proposed that the existing committee accept it. Chairman-Mr. Brooke, whom do you repre

Mr. Brooke-I represent Gen. Funk, and I am

here to test the legality of the lease.

Chairman—Who represents the defense?

Mr. Brooke—I do not understand that there is any defense. No person is accused of fraud. We are here to support an investigation ordered by the Board of Supervisors.

In answer to the Chair, Mr. Brooke related the particulars of the transaction, so far as known,

concerning the
LEASING OF NILSSON HALL. These particulars have been published in THE

These particulars have been published in THE SUN. Mr. Brooke said he wanted the lessors and lessees of that building summoned before the committee.

Chairman—Do you propose to prove that the building is not worth \$14,000 a year?

Mr. Brooke—Yes, sir; by the best evidence in the world.

Mr. Stewart asked the committee to have Anfenger and Stauf examined again; be desired to have the committee hear those witnesses teatify.

Mr. Brooke said that he was there at the pleasure of the committee. He gave the Chairman a list of the witnesses he wished summoned. It was decided to reject the previous testimony, and to begin the investigation anew. The further hearing was set down for Friday next.

The witnesses summoned are Mr. Rosenburg, of Masonic Hall, Thirteenth street, to whom the building was offered for \$8,000; C. Anfenger and George Stauf, who negotiated for and were offered the premises at \$10,000; J. B. Young, part owner; Col. Stauf, and Daniel Fallon, the mysterious person who figures as lessor to the city at \$14,000 and the taxes.

DANIEL FALLON FOUND.

A Scene in the Chamberlain's Office-Feley and Palmer at it Again.

Yesterday Judge Barlow denied the injunction restraining John Foley from acting as Deputy Chamberlain. Between 12 and 1 Mr. Foley went into the office of the Chamberlain to enter upon his duties. When he had seated himself he told Mr. Palmer that as the Chamber was no longer Deputy Chamberlain he must step from the office. Mr. Palmer said that he was the only rightfully appointed Deputy Chamberlain, and he must decline to vacate the office. Mr. Foley remains, and the step of the decline to recognize him. Later in the busy of the decline to recognize him. Later in the busy of the decline to recognize him. Later in the busy of the decline to recognize him. Later in the busy of the decline to recognize him. Later in the busy of the decline to recognize him. The Louisiana Senatorship. NEW ORLEANS, Jan. 14.-Gen. W. L. McMillan

was to-day unanimously elected by the "People's Leg-islature" United States Senator to fill Mr. Kellogg's unexpired term. A ballot was taken for Senator for the one term commencing March 4. Gov. Warmoth received nine votes in the Senate and eighteen in the House, the largest vote cast for any one candidate. Ballots will be taken each day until a result is reached. Mysterious Death of Josephine Drew.

George Sherburne, alias George C. Jones, ar-rested in Jersey City on Monday last charged with abducting Josephine Drew, daughter of wealthy parents residing in Concord, N. H., is to be taken to that city this morning upon a requisition granted by Marshal Chadwick. Miss Drew's body is to be disinterred and taken to Concord. Sherburne, who is suspected of having caused her death, is connected with a highly respectable Boston family.